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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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SEGUNDO TACURI QUITO and LUIS ALBERTO  
TACURI QUITO, individually and on behalf of all others  
similarly situated,

Civil Docket No.: 22-cv-08417  
(NSR)

Plaintiffs,  
-against-

**DEFAULT JUDGMENT**

KW NY CONSTRUCTION INC. and CHAUDHRY  
PERVEZ, as an individual,

Defendants.

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This action was commenced by filing of a Summons and Complaint on October 3<sup>rd</sup>, 2022.

A copy of the Summons and Complaint was served by personal delivery on Defendants as follows:

1. On October 19, 2022, Corporate Defendant KW NY CONSTRUCTION INC. was duly served with process via the Office of the Secretary of State, pursuant to N.Y. Business Corporation Law § 306. (See Proof of Service attached hereto as **Exhibit B**).
2. Defendant KW NY CONSTRUCTION INC. was required to interpose an answer due by November 9, 2022, which it failed to do.
3. On October 18, 2022, a copy of the Summons and Complaint was served on individual Defendant CHAUDHRY PERVEZ, by personally serving Moran Gregorio, Co-Habitant, a person of suitable age and discretion at 2743 Whickham Avenue, Bronx, NY 10469. (See Proof of Service attached hereto as **Exhibit C**).
4. Defendant CHAUDHRY PERVEZ failed to develop any information that he was in the military upon service of process on each of the above-referenced dates of service. Upon information and belief, Defendant CHAUDHRY PERVEZ is not in the military nor dependent upon anyone in the military.

5. Upon information and belief, Defendant CHAUDHRY PERVEZ is not an infant nor incompetent. Defendant CHAUDHRY PERVEZ is an adult and is the owner of the Defendant corporate entity sued within.
6. Defendant CHAUDHRY PERVEZ was required to interpose an answer due by November 9, 2022. Defendant CHAUDHRY PERVEZ has failed to interpose an answer.
7. At no point in this matter has Defendant CHAUDHRY PERVEZ retained or been represented by counsel, nor has Defendant CHAUDHRY PERVEZ formally appeared in this matter.
8. On January 4, 2023, counsel for Plaintiffs SEGUNDO TACURI QUITO and LUIS ALBERTO TACURI QUITO filed a Request for Certificate of Default and such Default was noted by the clerk of the Court on January 4, 2023, as against Defendant CHAUDHRY PERVEZ, for his failure to appear or defend this Action. (Entry of Default is attached hereto as Exhibit E).
9. Defendant CHAUDHRY PERVEZ has not appeared in this action since the above-referenced certificate was issued.
10. Defendant CHAUDHRY PERVEZ has been properly served and is aware of the Complaint against him and has failed to provide a response.

**Plaintiff LUIS ALBERTO TACURI QUITO**

**WHEREAS**, Plaintiff worked for Defendants KW NY CONSTRUCTION INC. and CHAUDHRY PERVEZ, as an individual, from October 2020 until December 2021, or 65.14 weeks, and for one month in August 2022, or 4.29 weeks, amounting in all to 69.43 weeks;

**WHEREAS**, Plaintiff was paid by Defendants a daily rate of \$150.00 per day from October 2020 until December 2021, which, if divided by eight (8) hours, for which Plaintiff's pay was intended to cover, will yield Plaintiff's converted hourly rate of \$18.75 per hour, and an hourly rate of \$25.00 per hour which Plaintiff was paid for the month of August 2022;

**WHEREAS**, during Plaintiff's employment with the Defendants, Plaintiff worked nine (9) hours per day, six (6) days per week for a total of fifty-four (54) hours per week, which equates fourteen (14) overtime hours Plaintiff worked for the Defendants per week;

**WHEREAS**, Plaintiff's converted hourly rate of \$18.75 multiplied by time-and-a-half (1.5), will yield the Plaintiff's applicable overtime rate of pay of \$28.125 per hour for the period of October 2020 until December 2021;

**WHEREAS**, Plaintiff's hourly rate of \$25.00 per hour multiplied by time-and-a-half (1.5), will yield the Plaintiff's applicable overtime rate of pay of \$37.50 for the period August 2022;

**WHEREAS**, Plaintiff's overtime rate of pay for the period of October 2020 until December 2021 of \$28.125, multiplied by his weeks worked during this period of 65.14, multiplied by the number of overtime hours per week Plaintiff worked of 14, yields his total unpaid overtime wages of \$25,648.87 for the period October 2020 until December 2021;

**WHEREAS**, Plaintiff's overtime rate of pay for the period of August 2022 of \$37.50 multiplied by his weeks worked during this period of 4.29, multiplied by the number of overtime hours per week Plaintiff worked of 14, yields his unpaid overtime wages of \$2,252.25 for the period of August 2022, for a total unpaid overtime wages of **\$27,901.12**;

**WHEREAS**, at the time of Plaintiff's end of employment, in addition to his unpaid overtime wages, Plaintiff was still owed \$1,000.00 in unpaid wages for past work performed during his employment with Defendants.

**WHEREAS**, in addition to Plaintiff's wage-and-hour claims as described above, however, insofar as the Defendants have not established a good faith effort at complying with their obligations under the NYLL and FLSA with respect to the compensation of their employees, including Plaintiff, and the Plaintiff's additional allegations as to the Defendants' willfulness under applicable laws, Plaintiff is also entitled to (i) liquidated damages as authorized pursuant to the FLSA and NYLL, in an amount equal to Plaintiff's above unpaid wage claims calculated above; and (ii) \$10,000 in statutory penalties, for Defendants' WPTA violations pursuant to the NYLL. See, NYLL §§ 195(1)(3), et. seq.

**Plaintiff SEGUNDO TACURI QUITO**

**WHEREAS**, Plaintiff worked for Defendants KW NY CONSTRUCTION INC. and CHAUDHRY PERVEZ, as an individual, from July 1, 2020 until August 27, 2020, or 8.14 weeks and from September 29, 2020 until October 20, 2020, or 3 weeks, amounting in all to 11.14 weeks;

**WHEREAS**, Plaintiff was paid by Defendants a daily rate of \$150.00 per day all thorough out his employment, which if divided by eight (8) hours, for which Plaintiff's pay was intended to cover, will yield Plaintiff's converted hourly rate of \$18.75 per hour;

**WHEREAS**, during Plaintiff's employment with the Defendants, Plaintiff worked nine (9) hours per day, six (6) days per week for a total of fifty-four (54) hours per week, which equates fourteen (14) overtime hours Plaintiff worked for the Defendants per week;

**WHEREAS**, Plaintiff's converted hourly rate of \$18.75 multiplied by time-and-a-half (1.5), will yield the Plaintiff's applicable overtime rate of pay of \$28.125 per hour;

**WHEREAS**, Plaintiff's overtime rate of pay of \$28.125, multiplied by his weeks worked of 11.14, multiplied by the number of overtime hours per week Plaintiff worked of 14, yields his total unpaid overtime wages of **\$4,390.27** for the period July 1, 2020 until August 27, 2020 and from September 29, 2020 until October 20, 2020;

**WHEREAS**, in addition to Plaintiffs' FLSA claims described above, insofar as Defendants have not established a good faith effort at complying with their obligations under the FLSA and NYLL with respect to their compensation of Plaintiffs, and in light of Plaintiffs' allegations as to the Defendants' willfulness of Defendants' conduct under applicable laws, Plaintiffs are also entitled to (i) liquidated damages as authorized by the FLSA and NYLL, in an amount equal to Plaintiffs' above wage claims calculated above; and (ii) \$10,000 in statutory penalties, each, for Defendants' WPTA violations pursuant to the NYLL. *See*, NYLL §§ 195(1)(3), *et. seq.*

Accordingly, it is hereby:

**ORDERED, ADJUDGED AND DECREED:** That Plaintiff **Luis Alberto Tacuri Quito** has a judgment against Defendants KW NY CONSTRUCTION INC. and CHAUDHRY PERVEZ, as an individual, jointly and severally, in the liquidated amount of \$27,901.12 in unpaid overtime wages, plus \$1,000.00 in unpaid wages, plus \$28,901.12 in liquidated damages, plus \$10,000.00 for Defendants' violations of NYLL § 195(1)(3), amounting in all to **\$67,802.24**, with statutory post-judgment interest accruing pursuant to 28 U.S.C. § 1961, from the date of entry of judgment, until judgment is paid in full.

And it is further:

**ORDERED, ADJUDGED AND DECREED:** That Plaintiff **SEGUNDO TACURI QUITO** has a judgment against Defendants KW NY CONSTRUCTION INC. and CHAUDHRY PERVEZ, as an individual, jointly and severally, in the liquidated amount of \$4,390.27 in unpaid overtime wages, plus \$4,390.27 in liquidated damages, plus \$10,000.00 for Defendants' violations of NYLL § 195(1)(3), amounting in all to **\$18,780.54**, with statutory post-judgment interest accruing pursuant to 28 U.S.C. § 1961, from the date of entry of judgment, until judgment is paid in full.

Dated: White Plains, New York  
May 20, 2024



Honorable Nelson S. Román  
United States District Judge

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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SEGUNDO TACURI QUITO and LUIS ALBERTO TACURI QUITO, individually and on behalf of all others similarly situated,

Plaintiffs,

-against-

KW NY CONSTRUCTION INC. and CHAUDHRY PERVEZ, as an individual,

Defendants.

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**DEFAULT JUDGMENT**

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HELEN F. DALTON & ASSOCIATES, P.C.  
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80-02 Kew Gardens Road, Suite 601  
Kew Gardens, New York 11415  
Phone (718) 263-9591

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TO:

**KW NY CONSTRUCTION INC.**  
2743 Whickham Avenue, Bronx, NY 10469

**CHAUDHRY PERVEZ**  
2743 Whickham Avenue, Bronx, NY 10469